

truth of the allegations of Paragraph 3 of the Complaint, and therefore denies the same.

4. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 4 of the Complaint, and therefore denies the same.

5. HTC admits that HTC Corporation is a foreign corporation with headquarters at No. 23, Xinghua Rd., Taoyuan City, Taoyuan County 330, Taiwan. HTC admits that HTC America, Inc. is a subsidiary of HTC Corporation with its offices at 13920 SE Eastgate Way, Suite 400, Bellevue, Washington, 98005. HTC admits that Exedea Inc. is a subsidiary of HTC and is a corporation organized under the laws of the State of Texas. To the extent not expressly admitted, HTC denies the allegations of Paragraph 5 of the Complaint.

6. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 6 of the Complaint, and therefore denies the same.

JURISDICTION AND VENUE

7. HTC admits that this purports to be an action for patent infringement under the Patent Laws of the United States, 35 U.S.C. § 271.

8. HTC admits this Court generally has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a). To the extent not expressly admitted, HTC denies the allegations of Paragraph 8 of the Complaint.

9. HTC denies the allegations of Paragraph 9 of the Complaint.

THE PATENTS-IN-SUIT

10. HTC admits that Exhibit A to the complaint appears to be a copy of U.S. Patent No. 6,088,326 ("the '326 patent"). HTC admits that on its face the titled page of the '326 Patent states that it was issued on July 11, 2000. HTC admits that on its face the titled page of the '326 Patent states that it is entitled "Processing Data Transmitted and Received Over a Wireless Link Connecting a Central Terminal and a Subscriber Terminal of a Wireless Telecommunications

System." To the extent not expressly admitted, HTC denies the allegations of Paragraph 10 of the Complaint.

11. HTC admits that Exhibit B to the complaint appears to be a copy of U.S. Patent No. 6,195,327 ("the '327 patent"). HTC admits that on its face the titled page of the '327 Patent states that it was issued on February 27, 2001. HTC admits that on its face the titled page of the '327 Patent states that the patent is entitled "Controlling Interference in a Cell of a Wireless Telecommunications System." To the extent not expressly admitted, HTC denies the allegations of Paragraph 11 of the Complaint.

12. HTC admits that Exhibit C to the complaint appears to be a copy of U.S. Patent No. 6,222,819 ("the '819 patent"). HTC admits that on its face the titled page of the '819 Patent states that it was issued on April 24, 2001. HTC admits that on its face the titled page of the '819 Patent states that it is entitled "Processing Data Transmitted and Received Over a Wireless Link Connecting a Central Terminal and a Subscriber Terminal of a Wireless Telecommunications System." To the extent not expressly admitted, HTC denies the allegations of Paragraph 12 of the Complaint.

13. HTC admits that Exhibit D to the complaint appears to be a copy of U.S. Patent No. 6,381,211 ("the '211 patent"). HTC admits that on its face the titled page of the '211 patent states that it was issued on April 30, 2002. HTC admits that on its face the titled page of the '211 patent states that it is entitled "Processing Data Transmitted and Received Over a Wireless Link Connecting a Central Terminal and a Subscriber Terminal of a Wireless Telecommunications System." To the extent not expressly admitted, HTC denies the allegations of Paragraph 13 of the Complaint.

14. HTC denies the allegations of Paragraph 14 of the Complaint.

COUNT I: INFRINGEMENT OF THE '326 PATENT

15. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 15 of the Complaint, and therefore denies the same.

16. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 16 of the Complaint, and therefore denies the same.

17. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 17 of the Complaint, and therefore denies the same.

18. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 18 of the Complaint, and therefore denies the same.

19. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 19 of the Complaint, and therefore denies the same.

20. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 20 of the Complaint, and therefore denies the same.

21. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 21 of the Complaint, and therefore denies the same.

22. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 22 of the Complaint, and therefore denies the same.

23. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 23 of the Complaint, and therefore denies the same.

24. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 24 of the Complaint, and therefore denies the same.

25. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 25 of the Complaint, and therefore denies the same.

COUNT II: INFRINGEMENT OF THE '327 PATENT

26. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 26 of the Complaint, and therefore denies the same.

27. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 27 of the Complaint, and therefore denies the same.

28. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 28 of the Complaint, and therefore denies the same.

29. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 29 of the Complaint, and therefore denies the same.

30. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 30 of the Complaint, and therefore denies the same.

COUNT III: INFRINGEMENT OF THE '819 PATENT

31. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 31 of the Complaint, and therefore denies the same.

32. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 32 of the Complaint, and therefore denies the same.

33. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 33 of the Complaint, and therefore denies the same.

34. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 34 of the Complaint, and therefore denies the same.

35. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 35 of the Complaint, and therefore denies the same.

36. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 36 of the Complaint, and therefore denies the same.

37. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 37 of the Complaint, and therefore denies the same.

38. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 38 of the Complaint, and therefore denies the same.

39. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 39 of the Complaint, and therefore denies the same.

40. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 40 of the Complaint, and therefore denies the same.

41. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 41 of the Complaint, and therefore denies the same.

42. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 42 of the Complaint, and therefore denies the same.

43. HTC denies the allegations of Paragraph 43 of the Complaint.

44. HTC denies the allegations of Paragraph 44 of the Complaint.

45. HTC denies the allegations of Paragraph 45 of the Complaint.

46. HTC denies the allegations of Paragraph 46 of the Complaint.

47. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 47 of the Complaint, and therefore denies the same.

48. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 48 of the Complaint, and therefore denies the same.

49. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 49 of the Complaint, and therefore denies the same.

50. HTC is without knowledge or information sufficient to form a belief as to the

truth of the allegations of Paragraph 50 of the Complaint, and therefore denies the same.

51. HTC denies the allegations of Paragraph 51 of the Complaint.

52. HTC denies the allegations of Paragraph 52 of the Complaint.

53. HTC denies the allegations of Paragraph 53 of the Complaint.

COUNT IV: INFRINGEMENT OF THE '211 PATENT

54. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 54 of the Complaint, and therefore denies the same.

55. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 55 of the Complaint, and therefore denies the same.

56. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 56 of the Complaint, and therefore denies the same.

57. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 57 of the Complaint, and therefore denies the same.

58. HTC denies the allegations of Paragraph 58 of the Complaint.

59. HTC denies the allegations of Paragraph 59 of the Complaint.

60. HTC denies the allegations of Paragraph 60 of the Complaint.

61. HTC denies the allegations of Paragraph 61 of the Complaint.

62. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 62 of the Complaint, and therefore denies the same.

63. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 63 of the Complaint, and therefore denies the same.

64. HTC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 64 of the Complaint, and therefore denies the same.

65. HTC is without knowledge or information sufficient to form a belief as to the

truth of the allegations of Paragraph 65 of the Complaint, and therefore denies the same.

66. HTC denies the allegations of Paragraph 66 of the Complaint.

67. HTC denies the allegations of Paragraph 67 of the Complaint.

68. HTC denies the allegations of Paragraph 68 of the Complaint.

PRAYER FOR RELIEF

Responding to Wi-LAN, Inc.'s prayer for relief, HTC denies that Wi-LAN is entitled to any relief, and specifically denies all of the allegations and prayers for relief contained in paragraphs A-E of its prayer for relief.

AFFIRMATIVE DEFENSES

Without admitting that it bears the burden of proof as to any of them, HTC asserts the following affirmative defenses:

AFFIRMATIVE DEFENSE NO. 1 **(Failure to State a Claim)**

69. The Complaint, and each cause of action therein, fails to state any claims against HTC upon which relief can be granted.

AFFIRMATIVE DEFENSE NO. 2 **(Non-Infringement)**

70. HTC has not directly or indirectly infringed, or contributed to or induced the infringement of any valid and enforceable claim of U.S. Patent No. 6,222,819 ("the '819 patent") and U.S. Patent No. 6,381,211 ("the '211 patent") and has not otherwise committed any acts in violation of 35 U.S.C. § 271.

AFFIRMATIVE DEFENSE NO. 3
(Invalidity)

71. Some or all of the claims of the '819 patent and the '211 patent are invalid for failing to satisfy one or more requirements of Title 35 of the United States Code, including, but not limited to, 35 U.S.C. §§ 101, 102, 103 and/or 112.

AFFIRMATIVE DEFENSE NO. 4
(Prosecution History Estoppel)

72. HTC has not and is not infringing some or all of the claims of the '819 patent and the '211 patent at least due to statements, representations, admissions, elections, positions, concessions and filings made to the U.S. Patent and Trademark Office ("PTO") during the prosecution of the applications that matured into the '819 patent and the '211 patent that, in part or collectively, constitute prosecution history estoppel barring Wi-LAN from asserting that the claims of the patents encompass or are infringed by any product or activities of HTC.

73. HTC has not and is not infringing some or all of the claims of the '819 patent and the '211 patent at least due to statements, representations, admissions, elections, positions, concessions and filings made to the PTO during the prosecution of U.S. and/or foreign applications which the '819 patent and the '211 patent purport to claim priority to that, in part or collectively, constitute prosecution history estoppel barring Wi-LAN from asserting that the claims of the patents encompass or are infringed by any product or activities of HTC.

AFFIRMATIVE DEFENSE NO. 5
(Damages Barred by Lack of Notice)

74. Wi-LAN's claim for damages is barred, in whole or in part, by a failure to satisfy the requirements of 35 U.S.C. § 287(a).

AFFIRMATIVE DEFENSE NO. 6
(No Costs)

75. Wi-LAN is barred by 35 U.S.C. § 288 from receiving any costs associated with this suit.

AFFIRMATIVE DEFENSE NO. 7
(No Injunctive Relief)

76. Wi-LAN is not entitled to any injunctive relief because any alleged injury to Wi-LAN is not immediate or irreparable and Wi-LAN has an adequate remedy at law for any alleged injury.

AFFIRMATIVE DEFENSE NO. 8
(No Enhanced Damages)

77. Wi-LAN is not entitled to any enhanced damages under 35 U.S.C. § 284.

AFFIRMATIVE DEFENSE NO. 9
(No Attorney Fees or Costs)

78. Wi-LAN is not entitled to any attorney's fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

AFFIRMATIVE DEFENSE NO. 10
(No Willful Infringement)

79. HTC has not willfully infringed the '819 patent and the '211 patent.

AFFIRMATIVE DEFENSE NO. 11
(Laches / Unclean Hands / Estoppel / Ratification / Acquiescence / Waiver)

80. One or more of Plaintiff's claims are barred, in whole in part, by the doctrines of laches, unclean hands, estoppel, ratification, acquiescence, and/or waiver.

AFFIRMATIVE DEFENSE NO. 12
(Reservation of Rights)

81. HTC reserves the right to add any additional defenses that discovery may reveal.

HTC'S PRAYER FOR RELIEF

WHEREFORE, HTC respectfully requests that:

- A. Wi-LAN's complaint be dismissed with prejudice;
- B. The '819 patent and the '211 patent be declared not infringed;
- C. The '819 patent and the '211 patent be declared invalid;
- D. Wi-LAN be enjoined from asserting that HTC, its officers, agents, representatives, stockholders, and/or customers infringe, contributorily infringe, or induce infringement of the claims of the '819 patent and the '211 patent;
- E. Wi-LAN be enjoined from bringing suit against any officers, agents, representatives, stockholders, and/or customers of HTC alleging that they infringe, contributorily infringe, or induce infringement of the claims of the '819 patent and the '211 patent;
- F. This be declared an exceptional case pursuant to 35 U.S.C. § 285 and HTC be awarded its attorneys' fees and costs (including expert fees); and
- G. HTC be awarded damages, costs, attorneys' fees, and such other and further relief as the Court may deem just and proper.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b), HTC demands a trial by jury of all issues triable of right by a jury.

Dated: January 3, 2011

Respectfully submitted,

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Attorneys for Defendants
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EXEDEA INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that counsel of record who are deemed to have consented to electronic service are being served with a copy of this **HTC CORPORATION, HTC AMERICA, INC. AND EXEDEA INC.'S ANSWER AND AFFIRMATIVE DEFENSES TO WI-LAN, INC.'S COMPLAINT**, *via* the Court's CM/ECF system per Local Rule CV-5(a)(3) on this the 3rd day of January 2011.

/s/ Eric H. Findlay _____

Eric H. Findlay